



WARRANTY/LIABILITY DISCLAIMER

The undersigned successful Bidder/Buyer has on this _____ (date), purchased an item(s) at the City of El Paso auction located at _____ (location) El Paso, Texas. |

THE CITY OF EL PASO MAKES NO EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH THIS PURCHASE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The purchase of any item(s) is on an "as is" basis. This includes no warranty as to the quality, quantity, or condition of any item(s) or container(s). The purchaser takes the item(s) free of any entitlement to damages, recession, or any other remedy on account of the quality of any item purchased.

THE CITY OF EL PASO IS HEREBY RELEASED OF ALL LIABILITY FOR ANY AND ALL DEFECTS. The Purchaser fully acknowledges and agrees that the Purchaser shall defend, indemnify and hold harmless the City of El Paso, its employees, and agents against:

- 1) any damages, loss, theft, or destruction of any item(s) or contents of any item(s); and,
- 2) all liability, damages, claims, and demands, costs and expenses of every kind and nature, without regard to whether covered by insurance, arising out of or connected with the use, repair, maintenance, or operation of the item(s).

RESPONSIBILITY FOR REMOVAL OF PURCHASED ITEM(S) IS SOLELY THAT OF THE PURCHASER. The purchaser agrees to provide all labor, materials, and equipment necessary for the removal of all purchased item(s) within **FIVE(5)** days from the date of sale. The purchaser is also responsible for restoring the premises to a satisfactory condition after removal of purchased item(s). The City of El Paso retains the sole right to judge what is considered to be satisfactory condition of the premises. If the Purchaser shall cause the City of El Paso to incur ANY expense in restoring the premises to a satisfactory condition in the event of the Purchaser's default on this obligation, the purchaser will be held solely responsible and liable for these expenses.

ANY ITEM(S) NOT PICKED UP WITHIN FIVE (5) DAYS WILL BE DISPOSED OF BY THE CITY OF EL PASO.

LAST DAY FOR PICK UP OF MERCHANDISE WILL BE THE FOLLOWING WEDNESDAY AT 12:00 NOON.

Buyers are responsible for their property once they have been paid for.

PURCHASER'S PRINTED NAME

BUYER NO.

PURCHASER'S ADDRESS & TELEPHONE #

DATE

PURCHASER'S SIGNATURE